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7                   UNITED STATES DISTRICT COURT  
8                   WESTERN DISTRICT OF WASHINGTON  
9                   AT TACOMA

10 MOTIVE POWER MARINE, LLC, a  
11 Washington limited liability company,

12                   Plaintiff,

13                   v.  
14 ENERGY SUB SEA, LLC, a Florida limited  
15 liability company,

16                   Defendant.

17                   Case No. 3:21-CV-5018

18                   COMPLAINT FOR DAMAGES

19                   Plaintiff, Motive Power Marine, LLC (“MPM”), by and through its counsel Joyce Ziker  
20 Partners, PLLC, alleges as follows:

21                   **PARTIES**

22                   1. MPM is a Washington limited liability company with its principal place of  
23 business in Tacoma, Washington.

24                   2. Defendant Energy Sub Sea, LLC (“Energy Sub Sea”) is a Florida limited liability  
25 company with its principal place of business in Miami, Florida.

26                   **JURISDICTION AND VENUE**

27                   3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 because  
28 the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs,  
29 and is between citizens of different states.

COMPLAINT FOR DAMAGES – 1  
Case No. 3:21-CV-5018

JOYCE ZIKER PARTNERS, PLLC  
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4. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because this is the district in which a substantial portion of the events or omissions giving rise to the claim occurred. Defendant is subject to personal jurisdiction in this district.

## **FACTUAL BACKGROUND**

5. This action arises from Energy Sub Sea's breach of contract.

6. On September 25, 2019, Energy Sub Sea entered into a written contract with MPM (the “Agreement”). A true and correct copy of the Agreement, which was negotiated and executed in Tacoma, is attached as **Exhibit A**.

7. Pursuant to the Agreement, MPM agreed to perform and did perform work on Energy Sub Sea's marine vessel.

8. On October 22, 2019, MPM sent an invoice to Energy Sub Sea for the work performed, a true and correct copy of which is attached As **Exhibit B**. The total amount Energy Sub Sea owed for the work performed by MPM was \$115,431.29. Payment was due on receipt. To date, however, Energy Sub Sea has not paid any portion of the October 2019 invoice.

9. Pursuant to the Section 19 of the Agreement, unpaid invoices accrue interest at the rate of 18% per annum or “[i]f the maximum allowable interest rate is less than 18% per annum, the rate of interest shall be the maximum amount allowed by law.”

10. Pursuant to Section 20 of the Agreement, “[i]f any legal action is brought to enforce the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney fees plus costs[.]”

## **FIRST CAUSE OF ACTION**

(Breach of Contract)

11. MPM re-alleges and incorporates the allegations set forth above.

12. On or about September 25, 2019, MPM and Energy Sub Sea entered into the Agreement, a valid and enforceable written contract.

13. MPM has performed all work required under the Agreement.

**COMPLAINT FOR DAMAGES – 2**  
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14. Energy Sub Sea has failed to pay any amounts owed for the work that MPM performed pursuant to the Agreement. Energy Sub Sea's failure to pay constitutes a breach of the Agreement.

15. As a result of Energy Sub Sea's breach, MPM has been damaged in the amount of \$115,431.29, plus interest, for the value of services MPM provided pursuant to the Agreement.

## **PRAYER FOR RELIEF**

MPM requests that judgment be entered against Energy Sub Sea as follows:

1. An award of damages against Energy Sub Sea in the amount of \$115,431.29;
  2. MPM's costs, expenses, and reasonable attorneys' fees as allowed under the Agreement;
  3. An award of prejudgment and post judgment interest; and
  4. Such other relief as the Court deems just and proper.

Dated: January 7, 2021.

## JOYCE ZIKER PARTNERS, PLLC

/s/ Matthew J. Stock

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*Attorneys for Motive Power Marine, LLC*

**COMPLAINT FOR DAMAGES – 3  
Case No. 3:21-CV-5018**

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